

OPEN SERVICE PROVISION CONTRACT NUMBER DRA/03/2011 ENTERED INTO ON ONE HAND BY CONSEJO DE PROMOCION TURISTICA DE MEXICO, S. A. DE C.V. [COUNCIL FOR THE PROMOTION OF TOURISM OF MEXICO] REPRESENTED IN THIS ACT BY MR. EDUARDO CHAILLO ORTIZ, EXECUTIVE DIRECTOR OF TOURISM FOR MEETINGS, ASSISTED BY MR. JAIME DIAZ ARCIGA, EXECUTIVE TRADEMARK DIRECTOR AND MR. RODRIGO PACHECO ACEVES, DIRECTOR OF OPERATIONS ASSIGNED TO THE LATTER AND ON THE OTHER BY THE COMPANY QORVIS COMMUNICATIONS, LLC., REPRESENTED BY MR. MICHAEL PETRUZZELLO, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, HEREINAFTER TO WHOM AND FOR THE PURPOSE OF THIS AGREEMENT ARE KNOWN AS "THE COUNCIL" AND "THE PROVIDER," RESPECTIVELY:

STATEMENTS

I) "THE COUNCIL" states that:

- I. It is a majority state-owned company of the Federal Public Administration, established by Public Deed Number 39,873, dated October 11, 1999, witnessed by Notary Public number 32 of the Federal District, Francisco Jacobo Sevillano González, registered in the Public Registry of Property and Commerce under trade folio number 257,243, dated December 9, 1999, with the functions and powers conferred to it under Article 39 of the General Tourism Law and other applicable laws. Within its corporate purpose is the carrying out of tourism promotion campaigns at the national and international level and the execution of all documents and contracts necessary for the fulfillment of its purposes.
- II. In terms of articles 34 section II, paragraph II.1, 49 and 50 of the General Regulations of the Consejo de Promoción Turística de México, S.A. de C.V., published in the Official Journal of the Federation on April 22, 2010 and amendments published in the same medium on October 20, 2010, it has within its organizational structure offices abroad, among which is the Executive Management of Tourism for Meetings of the Consejo de Promoción Turística de México, S.A. de C.V. based in the City of Washington, D.C., United States of America, with the inherent powers specified in this same order.
- III. Mr. Eduardo Chaillo Ortiz, in his capacity as Executive Director of Tourism for Consejo de Promoción Turística de México, S.A. de C.V., credits his status through Agreement No. 04/13/2009 dated March 24, 2010, issued by the Board of Directors of "THE COUNCIL" at the First Regular Session of 2010 in which his appointment was granted.
- IV. Mr. Eduardo Chaillo Ortiz enters into this contract on the basis of the provisions of Article 40, sections I and XII of the General Regulations of the Consejo de Promoción

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Turística de México, S.A. de C.V., in compliance with the instruction issued by Mr. Rodolfo López Negrete Coppel, Assistant General Director, through document number CPTM/ DGA/029/ 2011 dated March 14, 2011 and the powers granted in public deed number 57,595 dated March 29, 2011, witnessed by Francisco Jacobo Sevillano González, Notary Public Number 32 of the Federal District, for which he has the legal power to represent "THE COUNCIL" in administrative acts and which have not been revoked, modified or limited in any manner whatsoever.

Mr. Eduardo Chailló Ortiz has the authorization to enter into this contract issued by the Executive Administrative and Finance Director of "THE COUNCIL," through document DEAF/175-01/2011 dated March 31, 2011.

V. Appearing herein are Mr. Jaime Diaz Arciga, Executive National Trademark Director and Mr. Rodrigo Pacheco Aceves, Director of Operations, as the responsible administrative unit of "THE COUNCIL" for the administration and verification of the services object hereof according to the provisions of the second to last paragraph of Article 84 of the Law of Acquisitions, Leases and Services of the Public Sector.

VI. Its Federal Tax Identification Registration number is CPT 991022 DE7 and it indicates as its domicile for the purposes hereof that which is located at 2829 16th Street N.W. 2nd Floor, Washington D.C. 20009, USA.

VII. It has the budget allocation and the availability of resources to pay the services under this Agreement under budget section 33901 corresponding to "contracting of services with third parties" authorized by the Ministry of Finance and Public Credit in letter No. 307-A-7070 dated December 21, 2010, and with the Purchase Requisition issued by "THE COUNCIL," with folio number 119 dated February 24, 2011.

VIII. This contract was awarded directly on the basis of Article 16 of the Law of Acquisitions, Leases and Services of the Public Sector, upon prior justification from the Executive Directors of Tourism for Meetings and National Trademark issued through communication dated March 22, 2011 in Washington D.C.; in addition to the Market Research (incorporated in the body of the justification) and authorization to carry out such contracting issued by the General Director for the Consejo de Promoción Turística de México, S.A. de C.V. through Certificate of Legitimacy DP 018/2011, dated March 23, 2011.

II) "THE PROVIDER" states that:

I. It is a company incorporated under the laws of the State of Virginia, United States of America on August 18, 2000, as stated in the certificate of registration

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issued by the State Corporation Commission, signed and sealed in the City of Richmond on February 24, 2009 by the Clerk of the Commission Joel H. Peck with Federal Tax Identification Number 54-2004026.

- II. Its legal representative Mr. Michael Petruzzello is identified by class D driver's license [REDACTED], issued in his favor in Washington D.C., United States of America, dated September 26, 2007, crediting his status as Managing Partner and major shareholder, through the testimony of C. Debbie Thompson, Corporate Controller of the firm Qorvis Communications, LLC, certified before the Notary Public of the District of Columbia, Dara Lyn Petersen, on March 11, 2011.
- III. The legal representative declares under oath that his appointment as Managing Partner has not been revoked and that he is fully vested with sufficient legal powers to represent "THE PROVIDER" in the execution of this contract.
- IV. He has legal capacity and his own sufficient elements to meet the obligations arising from this contract, in an efficient, timely manner and in the best conditions for "THE COUNCIL," also stating that he is aware of the specifications and scope of service under this contract.
- V. He declares under oath that he is not in any of the situations referred to in Articles 50 and 60 of the Law of Acquisitions, Leasing and Services of the Public Sector.
- VI. For purposes of Article 32-D of the Federal Tax Code he states that it is an American corporation and for tax purposes in the United States of America with Federal Tax Identification Number 512004026 and that it is not required to file periodic returns in Mexico.
- VII. He indicates as his legal domicile that which is located at 1201 Connecticut Avenue, NW, Suite 500, Washington, DC 20036, telephone 202-496-1000; fax 202-496-1300.

In view of the above statements and in recognition of the status held by the parties and the powers of their legal representatives, they agree to bind themselves according to in the following:

CLAUSES

FIRST.- PURPOSE. "THE PROVIDER" undertakes to provide "THE COUNCIL" the services of website development, strategies and development of campaigns in social networks, as well as the optimization of content for search engines and organic search

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campaigns for national and international markets in the field of promotion and crisis management on the Internet for the national trademark and strengthening of the image of Mexico, according to the scope and technical specifications described in the Technical Proposal submitted by "THE PROVIDER" and accepted by "THE COUNCIL" in **APPENDIX ONE** which, when signed by the parties, will be an integral part of this Contract.

SECOND.- EFFECTIVE TERM FOR THE PROVISION OF SERVICES. The term for the provision of services shall be from April 1 to December 31, 2011.

THIRD.- CONTRACT AMOUNT.- "THE COUNCIL" shall pay "THE PROVIDER" as consideration for the services under this contract, including its fees, a minimum amount of **USD\$780,500.00 (SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS UNITED STATES LEGAL CURRENCY)** and a maximum amount of **USD\$1,951,250.00 (ONE MILLION NINE HUNDRED FIFTY ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS UNITED STATES LEGAL CURRENCY)**, which shall be covered by the services accrued under the Pricing Plan described in the Economic Proposal attached hereto as **APPENDIX TWO**.

The consideration to be paid to "THE PROVIDER" indicated in this clause shall fully compensate it for the services it performs, the time spent, materials used, salaries, fees, organization, technical direction, management, labor and social services of its personnel and generally for any other consideration to which it is entitled by reason of this contract, for which it may not require greater compensation from "THE COUNCIL" under any circumstances.

The margin of the amounts referred to in this clause shall be fixed during the contract period and must include all taxes generated by the provision of the services contracted. Therefore, each party agrees to comply with all corresponding tax obligations.

FOURTH.- PAYMENT. Payments made by "THE COUNCIL" to "THE PROVIDER" for the performance of services under this contract will be deposited in a bank account that "THE PROVIDER" shall allocate for payments from "THE COUNCIL" by electronic transfer and accreditation to the respective account. Deposits will be made from the Federal District of Mexico in U.S. dollars.

For the processing of payment, "THE PROVIDER" shall submit the original respective invoice to the Executive National Trademark Office, through the Operations Office and/or Executive Office of Tourism for Meetings, with the corresponding acknowledgment of receipt, which shall then be submitted to the Financial Resources Department of the Executive Office of Administration and Finance of "THE COUNCIL" for processing. Payment will be made within 20 (twenty) calendar days following the receipt of the invoices duly authorized by the Executive National Trademark Office.

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through the Operations Office, provided they are accompanied by verification of the services, as applicable.

In the event any error is detected in the billing, the Financial Resources Department, or where appropriate, those responsible for the validation or monitoring of the services designated by "THE COUNCIL" shall forward to "THE PROVIDER" the documents and/or invoices with the corresponding observations, which must be corrected and submitted again to restart the payment process, for which the time that elapses for this reason will not be counted for purposes of the initial term of 20 (twenty) calendar days for payment.

All invoices from "THE PROVIDER" must be submitted in original, to the name of "THE COUNCIL" and must include the tax requirements set forth in current legislation and contain the following information:

- I.- Complete name, tax domicile and tax identification number of "THE COUNCIL."
- II.- Name, address, date of issue and telephone number of the company issuing the invoice;
- III.- Invoice number, and
- IV.- Clear description of the services provided, unit price and total price.

The invoices included as part of the verification must be submitted as a copy, to the name of either "THE COUNCIL" or "THE PROVIDER."

Invoices must not have any erasures or corrections.

FIFTH.- VERIFICATION: "THE PROVIDER" must submit to "THE COUNCIL" through the Executive Office of Tourism for Meetings and/or the Executive National Trademark Office the reports in the form and periods established in the technical proposal of "THE PROVIDER" attached hereto as **APPENDIX ONE**.

"THE COUNCIL" may request the drafting of any other report, modify the number and/or format of the same and in such case shall send prior written notification to "THE PROVIDER."

SIXTH.- PERFORMANCE BOND. To ensure compliance with its obligations under this contract, "THE PROVIDER," within ten calendar days following the signing of this contract, shall submit to "THE COUNCIL" a bond issued by a bonding institution or letter of credit issued by an international or foreign bank or a certified check payable in Mexico by a national institution or subsidiary of the bank issuing the document. Any of the foregoing which is issued must be given in favor of Consejo de Promoción Turística de México, S.A. de C.V. for 10% (ten percent), excluding value added tax (VAT) of the total maximum amount disbursed in the fiscal year concerned established in the third clause hereof and must be renewed each year for the amount to disburse during the same, and must be

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submitted no later than within the first 10 (ten) calendar days of the corresponding year.

Should "THE PROVIDER" decide to provide a bond or letter of credit as referred to in the preceding paragraph, it must contain the specifications listed below:

- I. Be issued in favor of Consejo de Promoción Turística de México, S.A. de C.V.
- II. Indicate the name of "THE PROVIDER."
- III. Indicate the maximum total amount guaranteed expressed in words and numbers.
- IV. Indicate the number, purpose and date of the contract.
- V. Express that it is granted in compliance with all obligations under its responsibility.
- VI. Express that it is granted under the terms of said contract and its Appendices.
- VII. Express that it is granted in response to due compliance with the contract guaranteed and its Appendices, as well as any responsibility of the bonded party that may result from the execution of the same.
- VIII. Express that in the event the contract is extended, the term of the bond or international letter of credit will automatically be extended in accordance with said extension.
- IX. Express that it may only be cancelled through written notification from the Consejo de Promoción Turística de México, S.A. de C.V.
- X. Express that it shall remain in effect as of the date upon which it is issued, and during the term of the contract and during the confirmation of all resources or legal proceedings filed until the final resolution is pronounced, in such a way that its term may not be limited due to the execution term of the main contract or source of the obligations.

In the event that the parties agree to increases in the amount of goods or services requested, as provided in the twenty-second section of this contract, "THE PROVIDER" is obliged to increase the amount of the performance bond in the same proportion as the increase granted.

The term of the bond, letter of credit or certified check must remain valid until the contract is entirely fulfilled to the satisfaction of "THE COUNCIL" expressed in writing, that is, until it considers that all contractual obligations contracted have been fulfilled. The bond, letter of credit or certified check may only be canceled through written communication from "THE COUNCIL."

Therefore, the bond, letter of credit or certified check must ensure full compliance with its obligations during the term of the contract, and subsequent thereto, in the event there be any outstanding obligation according to "THE COUNCIL."

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SEVENTH.- RELEASE OF THE GUARANTEE.- The performance bond for the contract may only be released through the Executive Office of Administration and Finance, upon written request from the Executive Office of Tourism for Meetings and/or the Executive National Trademark Office of "THE COUNCIL," confirming compliance with the each and every one of its obligations established hereunder.

EIGHTH.- LIAISONS.- The parties agree that the persons responsible for the execution, supervision and monitoring of services covered by this contract are as follows:

- a) "THE COUNCIL" designates as responsible for supervision the Executive Director of Tourism for Meetings and/or the Executive National Trademark Office, through the Operations Office, in the scope of their respective competences.
- b) "THE PROVIDER" designates as responsible for the execution of the services hereunder Michael Petruzzello, Managing Partner and the personnel indicated in the technical proposal from "THE PROVIDER" attached hereto as **APPENDIX ONE**.

Upon prior written authorization from "THE COUNCIL," the personnel of "THE PROVIDER" may be substituted with "THE COUNCIL" being empowered to reject any candidate.

NINTH.- COMMUNICATIONS. Communications between the parties must be in writing, to the attention of at least one of the liaisons designated by the parties in the previous clause, as follows:

- I. For "THE COUNCIL," communications shall be sent to the e-mails echaillo@promotur.com.mx and jdiaz@promotur.com.mx and delivered physically with acknowledgment of receipt to the address of "THE COUNCIL" specified in statement I) VI hereof and shall be understood as made the date of its receipt by the recipient upon verification or confirmation.
- II. For "THE PROVIDER," communications shall be sent to the e-mail mlaurer@gorvis.com and shall be understood as made the date of its receipt by the recipient upon verification or confirmation.

In the event that either party changes or adds telephone numbers or e-mail addresses, written notification to the other party, at least five calendar days in advance, shall suffice for such change to be duly executed.

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TENTH.- VERIFICATION AND ACCEPTANCE OF SERVICES. "THE COUNCIL" shall verify compliance with the object of this contract through the personnel designated as liaisons in the eighth clause above.

The foregoing is without prejudice of the right "THE COUNCIL" has to carry out reviews in any moment during the term hereof through its General Director, Assistant General Director, Executive Director of Administration and Finances, Head of the Internal Control Unit for "THE COUNCIL" or by the persons designated for such purpose, to establish the application of the resources, verification of the same and the benefits "THE PROVIDER" obtains for "THE COUNCIL."

ELEVENTH.- PATENTS, TRADEMARKS, COPYRIGHT AND IN GENERAL EVERYTHING RELATED TO INTELLECTUAL PROPERTY. The property belonging to "THE PROVIDER" is defined as all software applications, databases, computer programs (including source code and object code for such programming) and executable code (collectively the "Code"), as well as other creative content, methodologies and materials in existence before this contract (or created outside the scope of this contract) and all the code or parts thereof which are developed or provided by "THE PROVIDER" under this contract, excluding materials provided by "THE COUNCIL." "THE PROVIDER" is responsible for obtaining all authorizations or registrations required for the execution of the services under this contract, in the use of trademarks and patents, as well as any kind of works protected by copyright pursuant to laws and regulations of the countries concerned. In addition, "THE PROVIDER" shall be solely responsible for complying with all obligations arising from the authorization or registration granted in accordance with the respective laws and regulations.

Similarly, "THE PROVIDER" shall be solely responsible for complying with the obligations and obtaining the records, certificates, patents, etc., which in matters of industrial and intellectual property, due to the provision of services referred to in this contract, must be carried out in accordance with the laws and regulations in countries where the services are provided, or are required to safeguard the property rights generated by the provision of services on behalf of "THE COUNCIL," as well as the campaign slogans used by "THE COUNCIL" in the markets where the services are rendered under this contract.

These records, certificates, patents, etcetera, must be processed within fifteen business days of signing the contract, or within 15 business days upon the generation of a product whose intellectual property must be registered or notification to "THE PROVIDER" of the need for registration of a new campaign slogan.

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"THE PROVIDER" agrees to observe the characteristics described in the trademark usage license agreement and "Guidelines for use of the Mexico trademark" that is added hereto as **APPENDIX THREE** and any graph guidelines that will be indicated by "THE COUNCIL" with the understanding that "THE PROVIDER" cannot use its own logo, trademark or letterhead in the stationery and materials used in the presentations or communications made on behalf of "THE COUNCIL."

"THE COUNCIL" will be the owner of the copyright and property rights of the database and any other type of material, whether print, audiovisual or any kind that is produced in connection with the provision of services under this contract, and whose services have been paid by "THE COUNCIL," except for those materials for which third parties already hold the copyright or property rights, in which case "THE PROVIDER" will inform "THE COUNCIL." In any case, "THE PROVIDER" will have an inescapable obligation to investigate and report to "THE COUNCIL" regarding the conditions of use and restriction of intellectual rights in relation to materials produced during the term of this contract; for which reason, in the event said investigation and information is omitted, it will be solely responsible for intellectual rights violations committed, even after the end of the term of this contract, being forced to hold "THE COUNCIL" harmless of said liability with third parties.

It also undertakes to not use the Mexico trademark and design and campaign slogans in the markets under the provision of services concerning this contract, if it has not previously completed the registration of the trademark and campaign slogans.

"THE PROVIDER" may use photographs, images and generally any photographic, video recording or film material with no restriction, belonging to "THE COUNCIL" as well as those not owned by "THE COUNCIL" which it considers necessary for the fulfillment of the objectives of this contract, ensuring their use without restrictions in all publicity media, including the Internet and any other current or future technology.

TWELFTH.- DELIVERY AND PROPERTY OF MATERIALS. "THE COUNCIL" shall loan to "THE PROVIDER" the materials owned by it that are considered necessary for the performance of services under this contract, for which the corresponding acknowledgments of receipt will be signed.

"THE PROVIDER" from the moment it receives the material must maintain a constantly updated inventory of the materials owned by "THE COUNCIL" that have been delivered, as well as those that are produced under this contract, which will be owned by "THE COUNCIL," and which "THE PROVIDER" must conserve, manage and update if necessary, in accordance with the instructions indicated for such purpose by "THE COUNCIL."

For no reason whatsoever may "THE PROVIDER" during the term hereof, or at any subsequent time, use or dispose of for its own benefit the materials or rights produced or obtained under the purview of this contract

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or of those which, owned by "THE COUNCIL," are provided to "THE PROVIDER" for the purpose of this legal relationship.

"THE PROVIDER" agrees to keep the material delivered to it by "THE COUNCIL" in optimum conditions, without "THE PROVIDER" being responsible for the damage suffered as a result of normal use or the mere passage of time.

Upon termination of this contract or when requested by "THE COUNCIL," this will assume the rights and obligations contracted on its behalf, for which "THE PROVIDER" is required to transmit them, being responsible for latent defects. In addition, "THE PROVIDER" shall provide "THE COUNCIL" a list of materials and rights of all kinds arising from the actions referred to in this contract.

Upon termination of this contract or when requested by "THE COUNCIL," provided that such delivery does not prevent the proper provision of the services contracted and/or obtaining of the goals and objectives referred to herein, "THE PROVIDER" shall deliver and submit to "THE COUNCIL" the materials and rights of every kind, produced or acquired hereunder or those that had been delivered for execution and which in its inventories, to the person and place indicated by "THE COUNCIL," for which "THE PROVIDER" shall carry out all the steps that are necessary. The cost for the delivery and transfer of materials will be covered by "THE COUNCIL" with resources other than those from the campaign under this contract and pursuant to applicable regulations.

THIRTEENTH.- CONTRACTUAL PENALTIES. Whenever "THE PROVIDER" is late at the date of delivery of goods or services or fails to comply with its obligations hereunder for reasons attributable to it, it will be subject to contractual penalties or payment deductions, respectively, according to the following:

- I. In the case of delays in the delivery of goods and/or services on the agreed dates, a penalty of 1% (one percent) per day for each working day late on the value of the goods or services not delivered on time shall be applied, excluding value added tax.
- II. For delays in verifying the services provided, a payment deduction of 0.5% (zero point five percent) per day for each working day late on the value of the goods or services not checked on time shall be applied, excluding value added tax.

The penalties applied may not exceed a maximum amount equal to 10% (ten percent) of the total maximum contract budget.

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The Executive Office of Tourism for Meetings and/or the Executive National Trademark Director shall be responsible for requesting the Financial Resources Department to calculate the contractual penalty, to be applied through a credit note to the invoice for the payment corresponding to the fees of the month following its determination.

Payment of the services shall be proportionally conditional to the payment to be made by "THE PROVIDER" for contractual penalties with the understanding that in the event that the contract is terminated, the collection of such penalties or accounting of the same for the performance bond shall not proceed.

For purposes of applying the contractual penalties referred to in this clause, "THE COUNCIL" shall issue a written notice to "THE PROVIDER" that will be delivered by registered mail or personal delivery at its domicile, with return receipt requested, indicating the non compliance that it has incurred and the penalties it must pay. "THE PROVIDER" within a maximum of ten business days from receipt of the notification, shall remedy the non-compliance, and may state whatever may be in its best interests. Once the above has been done, "THE COUNCIL" shall resolve by applying, where appropriate, the corresponding contractual penalties, which must be communicated by letter to "THE PROVIDER" with grounds and reasons, in which it will require payment to be made within a period not exceeding ten business days, which "THE PROVIDER" may cover in cash or by check or which may be deducted from outstanding payments to be made to it through a credit note.

In the event of persistent non-compliance by "THE PROVIDER," or once the limit amount for the application of penalties has been exhausted, "THE COUNCIL" may initiate the procedure for termination of this instrument, as provided in the fourteenth clause.

FOURTEENTH.- CAUSES OF ADMINISTRATIVE TERMINATION. The parties agree that "THE COUNCIL" may terminate this contract administratively, without the need for a legal statement or arbitral decision, in the event of any of the assumptions indicated below:

- I. If "THE PROVIDER" does not submit the performance bond within the ten calendar days following the signing of this contract.
- II. If "THE PROVIDER" does not provide the services on the dates agreed and according to the provisions of this contract and its Appendices.
- III. If "THE PROVIDER" suspends the services without just cause.
- IV. If "THE PROVIDER" does not substitute the services that are rejected with just cause in accordance with the provisions of this contract and its Appendices.
- V. When the limit of contractual penalties or payment deductions has been exhausted.
- VI. If "THE PROVIDER" does not grant the facilities and dates necessary for the inspection, monitoring and supervision of the services.

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- VII. If "THE PROVIDER" provides false information and/or acts with malice or bad faith in any contract procedure during the execution of the contract or during its term.
- VIII. In the event the competent authority declares "THE PROVIDER" in bankruptcy or any other situation exists that affects its assets, in a way that prevents it from meeting its obligations.
- IX. For non-compliance with any of its terms and other obligations contained in this contract or its Appendices.

In the event "THE PROVIDER" incurs any of the grounds set forth in this clause, "THE COUNCIL" shall initiate the procedure for administrative termination, as provided in the following clause.

FIFTEENTH.- ADMINISTRATIVE TERMINATION PROCEDURE. In case of occurrence of one or more of the cases of termination under the preceding clause, "THE COUNCIL" shall initiate proceedings for administrative termination, at any time after the non-compliance, without intervention from legal authorities or arbitral decision, according to the following procedure:

- I. The procedure will start when "THE PROVIDER" is notified in writing of the non compliance it has incurred, for which it has a period of five business days from the date it received such notification to explain whatever may be in its best interests and provide, if any, the evidence it deems relevant.
- II. Once the term referred to in the preceding section has elapsed, "THE COUNCIL" shall have fifteen days to resolve, considering the arguments and evidence provided by "THE PROVIDER." The determination to terminate the contract or not must be duly founded, justified and communicated to "THE PROVIDER," within said period.
- III. When the contract is terminated, the corresponding settlement shall be drawn up, in order to record the payments to be made by "THE COUNCIL" for the goods received or services rendered up to the date of termination.

Once the conciliation proceedings have started, "THE COUNCIL," under its responsibility, may suspend the termination procedure.

If the goods are delivered or the services are rendered prior to the determination to terminate the present contract, the initiated procedure shall remain without effect upon acceptance and verification of "THE COUNCIL" that the need for the same continues, applying, if any, the corresponding contractual penalties.

"THE COUNCIL" may determine not to terminate the contract if during the procedure it notes that the termination of the contract could cause damage or impairment to the functions entrusted to it. In this case, "THE COUNCIL" will prepare a report, justifying that the economic impacts caused by the termination of the contract would be more inconvenient.

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If the contract is not terminated, "THE COUNCIL" shall establish with "THE PROVIDER" another term, enabling it to correct the non-compliance that gave rise to the initiation of the proceedings. The amending agreement which to that effect is executed must meet the conditions set forth in the last two paragraphs of article 52 of the Law of Acquisitions, Leases and Services of the Public Sector.

When by reason of delay in delivery of goods or provision of services, or the termination procedure is within a fiscal year different from that in which the contract had been awarded, "THE COUNCIL" may receive the goods or services, upon verification that the need for the same continues and that there is availability in the budget of the current fiscal year, having to modify the term of the contract with the originally agreed prices. Any agreement contrary to the provisions of this clause is void.

In the event "THE COUNCIL" decides to terminate this contract, it shall execute the performance bond under the sixth clause in proportion to the amount of unfulfilled obligations.

The signing of the contract implies the acceptance and express submission of the parties to the administrative termination procedure set forth herein.

SIXTEENTH.- CONTRACT SETTLEMENT. The Executive Office of Tourism for Meetings and/or Executive National Trademark Office of "THE COUNCIL" shall execute a settlement with "THE PROVIDER" and for such purpose, shall carry out the following activities:

- I. Review of invoices paid;
- II. Review of outstanding invoices for payment;
- III. Review of invoices in process, and
- IV. Outstanding balance under the budget allocated in the contract or agreement.

The Executive Office of Tourism for Meetings and/or Executive National Trademark Office of "THE COUNCIL" together with "THE PROVIDER" shall hold a meeting in which a certificate will be drawn up for the delivery of goods and provision of services hereunder, as well as a certificate of non-indebtedness, which shall be forwarded to the Financial Resources Department.

A copy of the reconciliation referred to in this clause and the certificates of delivery of goods and provision of services under the contract must be forwarded to the Financial Resources Department and Executive Office of Administration and Finances.

SEVENTEENTH.- TRANSFER OF RIGHTS. "THE PROVIDER" agrees not to transfer to third persons or entities its rights and obligations under this contract, except the right to charge for the provision of services performed.

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under the same, in which case "THE PROVIDER" must have the prior written approval of "THE COUNCIL."

EIGHTEENTH.- CONFIDENTIALITY. THE PARTIES undertake to observe absolute confidentiality regarding the services concerning this contract except for that which is either public or necessary for the execution of the same and, therefore, to not disclose or make known to others, except with the express authorization between them, documentation and/or information related to the service, as well as the final results generated by reason of their services, with the exception of data and reports which may be required by the Ministry of Public Administration of Mexico and the information referred to in Article 12 of the Federal Law of Transparency and Access to Public Government Information.

NINETEEN.- LABOR RELATIONS. "THE PROVIDER," as a business and employer of its personnel in connection with the services under this contract, shall be solely responsible to its employees and, therefore, agrees to assume all obligations under the legal provisions and other legal orders as regards labor and social security to which they are entitled. In addition, "THE PROVIDER" agrees to respond to any dispute or litigation presented by its workers against it or against "THE COUNCIL," arising from the services under this contract. And if "THE PROVIDER" is condemned by enforceable award to pay or compensate someone, "THE PROVIDER" agrees to provide "THE COUNCIL," within 24 (twenty four) hours after it becomes aware of the payment or compensation requirement, the resources needed to comply with the award.

TWENTIETH.- EARLY TERMINATION. "THE COUNCIL" may terminate this contract in advance, without liability for this and without any judicial or arbitral decision, for reasons of general interest or when, with just cause, there is no longer a need for the services contracted hereunder, and it is shown that to continue with the agreed obligations, this would cause damage or injury to "THE COUNCIL," or upon determination of the total or partial nullity of the acts that gave rise to the contract because of the resolution to a nonconformity or official intervention issued by the Ministry of Public Administration of Mexico.

In such event, "THE COUNCIL" will give written notice to "THE PROVIDER" of such circumstances, at least 10 (ten) calendar days in advance.

In such event, "THE COUNCIL" will reimburse "THE PROVIDER" for the non-recoverable expenses incurred, provided they are reasonable and are duly verified and the same are directly related to this contract.

Likewise, "THE COUNCIL" shall pay "THE PROVIDER" its fees, remuneration and those expenses incurred by the latter or which it was

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obliged to perform under this contract and which had not been covered at the time of the actual termination.

"THE PROVIDER" shall refund, if any, the amounts received from "THE COUNCIL" which have not been amortized as provided in this contract up to the time of the respective notification and will be made available to "THE COUNCIL" through transfer to the account previously indicated in writing.

Once the term of this instrument has ended for any reason, "THE PROVIDER" shall comply with its obligations before "THE COUNCIL" or third parties and submit to "THE COUNCIL" the proofs which remained pending in the terms and conditions established for such purpose in this contract.

TWENTY FIRST.- SUSPENSION OF SERVICES. When during the provision of the service a fortuitous event or force majeure occurs, "THE COUNCIL," under its responsibility, may suspend the service, in which case only those services which had actually been delivered will be paid and, where appropriate, the unamortized advances will be reimbursed.

When the suspension is due to reasons attributable to "THE COUNCIL," this will cover the non-recoverable expenses for the duration of the suspension. These expenses are those generated by the suspension provided they are proven and directly related to the contract. In no event shall payment be made for services that are not linked to the contract.

In any of the cases under this clause, the suspension period will be agreed by the parties, after which the early contract termination may be initiated.

TWENTY SECOND.- AMENDMENTS TO THE CONTRACT. "THE COUNCIL" may, within its approved and available budget, under its responsibility and for founded and explicit reasons, agree to increase the contract amount or quantity of goods, leases or services requested through amendments to its current contracts, provided that the modifications do not exceed, in total, twenty percent of the amount or quantity or volume of the items originally established in the same and the price of goods, leases or services is equal to those originally agreed.

When "THE PROVIDER" proves the existence of justified causes at the discretion of "THE COUNCIL" which would prevent compliance with the full delivery of services as agreed in the contract, "THE COUNCIL" may amend the contract, as long as it does not exceed ten percent of the total amount of the same.

Any amendment to the contract shall be made in writing by "THE COUNCIL," and the respective legal instruments shall be signed by the public servant who signed the contract or the person replacing such person or empowered to do so.

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"THE COUNCIL" and THE PROVIDER shall refrain from making changes related to the prices, progressive payments, specifications and in general any change that involves giving more advantageous conditions to "THE PROVIDER" compared to those originally established herein.

TWENTY THIRD.- FORTUITOUS EVENT OR FORCE MAJEURE. Failure to comply with the obligations under this contract caused by a fortuitous event or force majeure will not be grounds for contractual liability for any of the parties and both have the right to suspend the obligations under this contract upon written notice to the other party, within a term not exceeding ten business days from the date upon which it becomes aware of such circumstances.

TWENTY FOURTH.- HIDDEN DEFECTS. "THE PROVIDER" undertakes as regards "THE COUNCIL" to respond to the hidden defects of the goods and the quality of services produced or performed under this contract and its Appendices, as well as any other liability which may be incurred during the term of this contract and 90 (ninety) calendar days after the termination thereof, having to pay "THE COUNCIL" for the remedy that may be required at the time it is requested.

TWENTY FIFTH.- CONFLICTS WITH THIRD PARTIES. The parties agree to defend and hold each other harmless, in addition to their parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, licensees, assignees and agents from and against any liability, damage or expense, including reasonable attorney's costs and fees that may be incurred as a result of any suit, claim or proceeding arising from (i) a violation or alleged violation of the representations, warranties, agreements or obligations under this contract and/or gross negligence or willful misconduct of "THE COUNCIL" or "THE PROVIDER," as applicable, (ii) any advertising or other forms of communication approved prior to disclosure by "THE COUNCIL" or "THE PROVIDER," as applicable, (iii) the products, programs or services of "THE COUNCIL" or "THE PROVIDER," as applicable, (iv) the acts of "THE PROVIDER" or "THE COUNCIL" made with the approval of each as applicable, or (v) [sic] any investigation concerning the acts and practices of "THE COUNCIL" or "THE PROVIDER," including the costs and expenses related to the compliance with the location of a third party or other discovery request.

TWENTY SIXTH.- PROCEDURES FOR CONFLICTS WITH THIRD PARTIES. Within 10 (ten) days of the assertion of any claim or the commencement of any suit or proceeding against "THE COUNCIL" or "THE PROVIDER" by a third party that may give rise to liability for "THE COUNCIL" or "THE PROVIDER" under this contract, the party affected must notify the party responsible for the existence of such claim, suit or proceeding and must provide reasonable opportunity to defend or settle the claim at the expense of the party responsible with the legal counsel of its choice. The affected party must at all times, at its expense, have the right to participate.

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fully in the agreement that would reasonably be considered an adverse effect on its business. The affected party must make available to the responsible party all books and records relating to a claim, suit or proceeding (subject to the confidentiality provisions hereof), and the parties mutually undertake to provide assistance as reasonably required to ensure proper and adequate defense. The responsible party shall not agree to any claim, suit or proceeding that may give rise to liability to the affected party under this contract without prior written consent and such consent must not be unjustifiably refused.

TWENTY SEVENTH.- RESOLUTION OF DISPUTES. The parties agree that they shall try to resolve by mutual agreement any dispute arising in the interpretation and enforcement of this contract, and only in the event the dispute persists, will it be resolved through arbitration to be conducted in accordance with the Arbitration Rules of the United Nations Commission on Trade Law (UNCITRAL).

In the event of conflict between the Arbitration Rules of UNCITRAL and the terms of this contract, the terms of the contract shall prevail.

TWENTY EIGHTH.- The parties acknowledge that this contract is composed of twenty-nine clauses and three Appendices, which are duly signed by the parties and described below:

APPENDIX	CONTENT
I	TECHNICAL PROPOSAL OF "THE PROVIDER"
II	FINANCIAL PROPOSAL OF "THE PROVIDER"
III	GUIDELINES FOR THE USE OF THE MEXICO TRADEMARK

The parties agree that in the event of any controversy between the provisions of the Appendices and the clauses of this contract, the clauses of the same shall prevail.

TWENTY NINTH.- JURISDICTION. This Contract shall be construed and governed by the laws of Washington D.C., United States of America, without regard to principles of conflicts of laws. All disputes, controversies or disagreements that may arise between the parties relating to or in connection with this Contract or the breach thereof, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators in Washington D.C., United States of America. The award of the arbitrators shall be final and binding on both parties.

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With this contract having been read by both parties having duly been informed of its content and legal scope, they sign it in triplicate in the City of Washington, D.C., United States of America on April 1, 2011.

FOR "THE COUNCIL"



Eduardo Chaillo Ortiz
Executive Director of
Tourism for Meetings

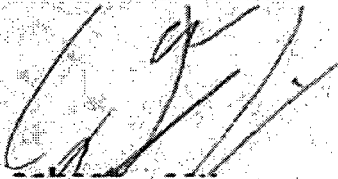
FOR "THE PROVIDER"



Michael Petruzzello
Legal Representative

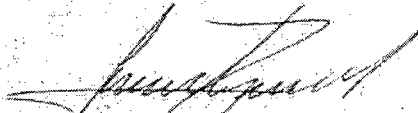


Jaime Diaz Arciga
Executive National Trademark Director
Responsible for the monitoring and
execution of this contract



Rodrigo Pacheco Aceves
Director of Operations of the
Executive National Trademark Office
Responsible for the monitoring and
execution of this contract

LEGAL REVIEW



Jorge Mezher Rage
Executive Legal Director
Responsible for the legal review
of this contract

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APPENDIX ONE

OF SERVICE PROVISION CONTRACT NO. DRA/03/2011, BETWEEN THE
CONSEJO DE PROMOCION TURISTICA DE MEXICO, S.A. DE C.V. AND QORVIS
COMMUNICATIONS, LLC.

TECHNICAL PROPOSAL OF "THE PROVIDER"

FOR "THE COUNCIL"



Eduardo Chaillo Ortiz
Executive Director of
Tourism for Meetings

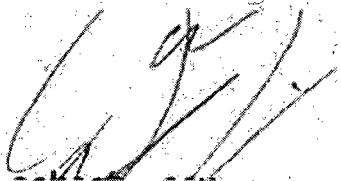
FOR "THE PROVIDER"



Michael Petruzzello
Legal Representative



Jaime Diaz Arciga
Executive National Trademark Director
Responsible for the monitoring and
execution of this contract



Rodrigo Pacheco Aceves
Director of Operations of the
Executive National Trademark Office
Responsible for the monitoring and
execution of this contract

THIS SIGNATURE FORM IS AN INTEGRAL PART OF SERVICE PROVISION CONTRACT
NUMBER DRA/03/2011, BETWEEN THE CONSEJO DE PROMOCION TURISTICA DE MEXICO,
S.A. DE C.V. AND THE COMPANY QORVIS COMMUNICATIONS, LLC., DATED APRIL 1, 2011

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LOS ANGELES

LONG BEACH

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AFFIDAVIT OF ACCURACY

I, Anne Dargusch, hereby certify that the following is, to the best of my knowledge and belief, a true and accurate translation of the enclosed documents (Contrato Abierto de Prestación de Servicios Número DRA/03/2011) from Spanish to English.


 Anne Dargusch
 TransPerfect Translations, Inc.
 601 Thirteenth St. NW, Ste 370 S
 Washington, DC 20005

Sworn to before me this
 21st day of October 2011


 Signature, Notary Public

Lisa Chan
 Notary Public, District of Columbia
 My Commission Expires:
 11/1/2013

Stamp, Notary Public

Washington, D.C.

